

Justin T. Scott

Partner
Email: jscott@bradley.com
Direct: (713) 576-0316
Facsimile: (713) 576-0301

RECEIVED
ADJUDICATION SECTION
JUL 24 2023

Bradley

July 24, 2023

Via Email: boemadjudication@boem.gov

Yolanda Winslow
Amber Fell

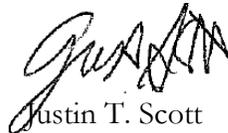
Re: Cactus Wellhead, LLC's Lien Notice – High Island 170 - OCS-G25561

Cactus Wellhead, LLC (“Cactus”) hereby submits the enclosed Lien Affidavit that has been recorded with Jefferson County, Texas County Clerk related to the labor and services Cactus provided to Cox Operating, LLC (“Cox”) on Well Area High Island 170, located on offshore lease OCS-G25561 (the “Well Site”). For additional details regarding the services and labor Cactus provided, as well as information regarding the Well Site, please see the enclosed Lien Affidavit.

Cactus has paid the required fee via the Pay.Gov website and a copy of the receipt is attached. The Category Number and Title for this submittal is 6 = Liens and Lien Affidavit.

Please let us know if you need any further information via my contact information listed above. Thank you for your attention to this matter.

Sincerely,



Justin T. Scott

JTS/dkk
Enclosure

cc: Via Email: rchaikin@jw.com
Cox Operating, LLC
Cox Oil Offshore, LLC
Energy XXI GOM, LLC
Energy XXI Gulf Cost, LLC
EPL Oil & Gas, LLC
Via its attorneys of record:
Rebecca B. Chaikan
Jackson Walker LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010

Via Email: coxoilrss.lwteam@lw.com
Latham Watkins
811 Main Street, Suite 3700
Houston, Texas 77002

LIEN AFFIDAVIT

BEFORE ME, the undersigned authority, on this day appeared Jennifer Reese and stated on oath as follows:

1. My name is Jennifer Reese. I am the Accounts Receivable Manager of Cactus Wellhead, LLC (“Cactus”). The mailing address of Cactus is 920 Memorial City Way, Suite 300, Houston, TX 77024. I have personal knowledge of the facts stated in this affidavit, which are true and correct, through my position with Cactus and am competent and authorized to make this affidavit on behalf of Cactus.

2. Cactus provided services to Cox Operating, LLC (“Cox Operating”) in connection with an oil and/or gas well and/or existing platform/equipment on the property (the “Property”) described as:

Bottom Lease No.: OCS-G25561
Area: High Island
Block: 170
Adjacent County: Jefferson County, Texas

Legal Description: All of Block 170, High Island Area, as shown on OCS Texas Leasing Map, TX7.

3. The dates of performance, descriptions of the materials, services, and labor furnished, and a more particularly description of where within the block the work was performed (if available) is generally described in Invoice No. 562530 attached hereto as Exhibit A. The total amount for which a lien is claimed is **\$5,712.00** and is owed by Cox Operating whose address is Cox Operating, LLC, 1615 Poydras St., Suite 830, New Orleans, LA 70112 and/or 4514 Cole Ave., #1175, Dallas, TX 75205.

4. Upon information and belief, the operator and record title holder to the Property against which a lien is being claimed is Energy XXI GOM, LLC, 1021 Main St., Suite 2626, Houston, Texas 77002. Upon information and belief, Cox Operatign is also involved in the operation of the Property and the following affiliates of may also have an interest in the Property subject to this lien: Cox Oil Offshore, LLC, Energy XXI Gulf Coast, LLC and/or EPL Oil & Gas, LLC.

5. On June 13, 2023, pursuant to TEX. PROP. CODE § 56.023, Cactus timely provided notice of its lien on the Property to all of the Cox entities listed in Paragraph 5 hereof. A true and correct copy of the June 13, 2023 lien notice letter is attached hereto as Exhibit B.

6. In addition to its lien against the Property pursuant to TEX. PROP. CODE § 56.001, *et seq.* Cactus also asserts and avails itself of all other liens to which Cactus may be entitled, including, without limitation, any lien arising under the Constitution of the State of Texas, to the full extent allowed by the applicable statutes of the State of Texas, against the Property and all oil, gas or water wells, oil or gas pipelines, oil or gas pipeline rights-of-way, buildings, and appurtenances located on the Property, and all material, machinery, and supplies used for mineral activities on the Property.

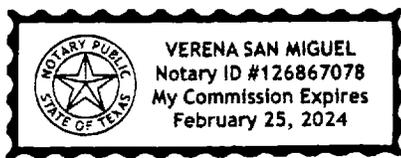
FURTHER AFFIANT SAITH NOT.

Jennifer Reese
JENNIFER REESE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day appeared Jennifer Reese known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the instrument for the purposes expressed in the instrument.

Given under my hand and seal of office and sworn and subscribed on July 21, 2023.



Verena San Miguel
Notary Public in and for
The State of Texas

Please return recorded instrument to:

Justin T. Scott
Bradley Arant Boult Cummings LLP
600 Travis, Suite 5600
Houston, Texas 77002


Cactus
Invoice
Invoice Number: 562530

Cactus Wellhead, LLC
 Fed Tax ID 45-2727039
 920 Memorial City Way Suite 300
 Houston TX 77024

5/2/2023

Page: 1 of 3

Bill To: 7582
 COX OPERATING LLC
 1615 POYDRAS ST SUITE 830
 NEW ORLEANS LA 70112
 US

Ship To: 623
 H.I. 170 C-3
 LA 70631
 US

SRO	Customer PO/AFE	Ship Via	Terms
LAS0360206			NET 45 DAYS

			Quantity	Price	Ext Price
FSO 425280 4/29/2023 - 5/1/2023					
1	RAO	Service Tech Offshore	50.00	96.00	4,800.00
2	MI1	Service Truck Mileage	320.00	2.85	912.00

Invoice Sale Amount: 5,712.00
Sales Tax: 0.00
Prepaid Amount: 0.00
Invoice Total: 5,712.00

REMIT TO:
 PO Box 734254
 Dallas, TX 75373-4254

Exhibit A



Cactus

Invoice

Invoice Number: 562530

Cactus Wellhead, LLC

5/2/2023

Fed Tax ID 45-2727039

Page: 2 of 3

920 Memorial City Way Suite 300

Houston TX 77024

CACTUS WELLHEAD, LLC PURCHASE TERMS AND CONDITIONS

1. **ACCEPTANCE:** Acceptance of Cactus Wellhead, LLC (herein: Company) Purchase Terms and Conditions (herein: CACTUS Purchase Terms) shall be deemed effective upon shipment of the goods and/or rendering of services which are the subject of an order by Customer (defined as the party purchasing CACTUS goods and/or services referred to on the invoice). Any proposal made by Customer for additional or different terms and conditions or any attempt by Purchaser to vary in any degree any of the terms and conditions of CACTUS Purchase Terms is hereby rejected. **TO THE EXTENT A PART OF A PROVISION EXCLUSIVELY APPLIES TO GOODS OR SERVICES AND THESE TERMS DOES NOT REQUEST OR CONTEMPLATE SUCH, THE PROVISION DOES NOT APPLY.**

2. **Pricing.** Each Product and Service shall be invoiced at (and Customer shall pay) the respective price shown on the reverse side hereof, or if no price is shown on the reverse side hereof, at the price shown in the current price list of Company. In addition, Customer shall pay any and all additional charges for mileage, transportation, freight, packing and other related charges, as well as any federal, state or local tax, excise, or charge applicable on the sale, transportation, or use of Products and Services, unless otherwise specified.

3. **Terms of Payment.** Customer agrees to pay Company any and all payments due on or before thirty (30) days from invoice date at the designated address of Company. Amounts unpaid after such thirty (30) day period shall bear interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum rate allowed by law. Customer shall also pay any and all of Company's attorney's fees and court costs if any amounts hereunder are collected by an attorney or through legal proceedings. Company reserves the right, among other remedies, either to terminate this agreement or to suspend further deliveries upon failure of Customer to make any payment as provided herein.

4. **Limited Warranty. COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE, DESCRIPTION, QUALITY, PRODUCTIVENESS, ACCURACY OR ANY OTHER MATTER WITH RESPECT TO PRODUCTS OR SERVICES, ALL SUCH WARRANTIES BEING HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED BY COMPANY.** COMPANY MAY OFFER TECHNICAL ADVICE OR ASSISTANCE WITH REGARD TO THE PRODUCTS AND SERVICES BASED ON LABORATORY AND/OR FIELD EXPERIENCE AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH ADVICE REPRESENTS ONLY GOOD FAITH OPINIONS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. THE SOLE AND EXPRESS WARRANTY PROVIDED BY COMPANY IS TO WARRANT THAT THE PRODUCTS SOLD AS LISTED ON THE REVERSE SIDE HEREOF COMPLIES WITH COMPANY'S SOLE SPECIFICATION AT THE DATE AND TIME OF MANUFACTURE. COMPANY MAKES NO WARRANTY THAT SUCH PRODUCTS SHALL MEET SUCH SPECIFICATION AT ANY TIME AFTER SHIPMENT OF PRODUCTS. USE OF SUCH PRODUCTS IS SPECIFICALLY NOT WARRANTED.

5. **Remedy.** The exclusive remedy for this warranty for products shall be limited to, in Company's sole discretion and judgment, the replacement of defective part(s), F.O.B. Company's plant (transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Customer), or repair of defective part(s). The exclusive remedy for this warranty for service shall be limited to, in Company's sole discretion and judgment, the repeat of services performed F.O.B. Company's plant (transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Customer). Any such repeat of services or replacement or repair of goods shall not include any materials not sold by Company hereunder, and specifically excludes any obligation by Company related to other property of the Customer or any property of third parties. Provided, however, Company may in its sole discretion, decide to instead give Customer credit memorandum for the amounts already paid by Customer to Company for such product or service. **IN ANY EVENT AND NOTWITHSTANDING THE LANGUAGE TO THE CONTRARY HEREIN, CUSTOMER ACKNOWLEDGES THAT ANY CLAIM IT MAY HAVE ARISING OUT OF OR IN CONNECTION WITH ANY ORIGINAL PRODUCTS AND SERVICES, ANY REPLACEMENT PRODUCTS OR REPEAT OF SERVICES AND THESE TERMS AND CONDITIONS SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY FOR SUCH PRODUCTS AND/OR SERVICES PURSUANT HERETO.** If Customer fails to make any such claim within thirty (30) days after completion of Service or delivery of Product, Customer hereby waives (to the extent permitted by applicable law) any and all claims it may or does have with respect to such Products and Services. **Unless Customer is an authorized reseller of Company, Company's liability in connection with Products and Services shall extend only to Customer. CUSTOMER HEREBY INDEMNIFIES AND HOLDS COMPANY (AND ITS AGENTS, REPRESENTATIVES, OFFICERS DIRECTORS AND EMPLOYEES) HARMLESS FOR ANY LOSS, EXPENSE OR DAMAGE (WHETHER OF CUSTOMER OR OF ANY THIRD PARTY) ARISING FROM OR IN CONNECTION WITH PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY FAILURE OF SUCH PRODUCTS AND SERVICES TO CONFORM TO CUSTOMER'S ORDER OR SPECIFICATION OR ANY OTHER STANDARD, OR ANY NEGLIGENCE OR BREACH OF WARRANTY BY COMPANY WITH RESPECT TO ANYTHING DONE OR FAILED TO HAVE BEEN DONE BY COMPANY, IF AND TO THE EXTENT THAT SUCH LOSS, EXPENSE OR DAMAGE EXCEEDS THE AMOUNT CUSTOMER HAS ACTUALLY PAID COMPANY PURSUANT HERETO FOR SUCH PRODUCTS OR SERVICES.**

6. **Inspection.** The results of any inspection or testing reported by the Company to Customer represents only good faith opinions and are not to be construed as warranties or guarantees of the quality, classification, merchantability, fitness for purpose, condition, or liability of any equipment or material that has been inspected or tested by the Company.

7. **Insurance.** Each party agrees to maintain comprehensive general liability insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and Workers Compensation insurance per statutory requirements providing coverage for the indemnity obligations in this agreement. The Company (and such of its affiliates as it shall designate) including their officers, directors, members, shareholders, partners, joint ventures, employees, agents and representatives shall be named as additional insureds under the policies of Customer on a primary basis to the extent of its indemnification obligations set forth in these Terms and Conditions, and the policies shall also provide a waiver of subrogation rights in favor of the Company (and such of its affiliates as it shall designate) and their officers, directors, members, shareholders, employees, agents and representatives. **The provisions of this Section 8 shall apply and the obligation to maintain insurance of each party in the coverages and amounts set forth herein shall remain in force regardless and independent of the validity or enforceability of the indemnity provisions of Section 7, below; the obligation to obtain insurance is a separate and independent obligation. If the insurance required herein is more or less than allowed by prevailing law, the indemnity obligations in Section 7 below shall be effective only to the maximum extent permitted under applicable law.**

8. **Indemnification.** The following indemnifications and releases of liability will apply to any goods or Services provided under this contract. **COMPANY AND CUSTOMER EXPRESSLY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE INDEMNITIES AND DISCLAIMERS OF WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS."**

A. **Customer Indemnity Obligations.** Customer hereby releases Company from any liability for, and shall protect, defend, indemnify, and hold harmless Company, its parents, affiliates, subsidiaries, partners, joint owners, joint venturers, and its contractors and subcontractors of any tier, and the officers, directors, agents, representatives, employees, insurers, and consultants (specifically excluding any member of Customer Group) of all of the foregoing, and its and their respective successors, heirs and assigns ("Company Group") from and against all costs (including the payment of reasonable attorneys' fees), losses, liabilities, demands, causes of action, damages, or claims of every type and character ("Claims"), arising out of or resulting from or related, directly or indirectly, to (i) injury to, illness or death of Customer its parents, affiliates, subsidiaries, partners, joint owners, joint venturers, and its contractors and subcontractors of any tier, and the officers, directors, agents, representatives, employees, customers, insurers, invitees and consultants of all of the foregoing, and its and their respective successors, heirs and assigns ("Customer Group"), or (ii) loss of or damage to any property of any member of Customer Group, **REGARDLESS OF THE CAUSE OF SUCH CLAIMS, INCLUDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS) STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY MEMBER OF COMPANY GROUP.**

B. **Company Indemnity Obligations.** Company hereby releases Customer from any liability for, and shall protect, defend, indemnify, and hold harmless Customer from and against all Claims arising out of or resulting from or related, directly or indirectly, to (i) injury to, illness or death of any member of Company Group, or (ii) loss of or damage to any property of any member of Company Group, **REGARDLESS OF THE CAUSE OF SUCH CLAIMS, INCLUDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS) STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY MEMBER OF CUSTOMER GROUP.**

C. **Third Party Claims.** Notwithstanding the foregoing, to the extent of its negligence, Company and Customer shall each indemnify, defend and hold harmless Claims, of every type and character, which are asserted by third parties for bodily injury, death or loss or destruction of property or interests in property in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of the work to be performed, Services to be rendered or materials to be furnished by Customer. When personal injury, death or loss of or damage to property is the result of joint or concurrent negligence of Customer or Company, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such negligence.

D. **Pollution.** Company agrees that it shall be totally responsible for, and shall protect, defend and indemnify, Customer for all losses, damages, claims, demands, costs, charges, and other expenses, including attorneys' fees, for any and all waste and/or hazardous substances which are in Company Group's exclusive possession and control and directly associated with Company Group's equipment and facilities, **EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF CUSTOMER GROUP.** Customer shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify Company Group from and against all Claims arising directly or indirectly from all other pollution or contamination which may occur during the conduct of operations hereunder, including, but not limited to, that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance, **EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF COMPANY GROUP.**

E. **Wild Well.** Customer shall release Company Group of any liability for, and shall protect, defend and indemnify Company Group for any damages, expenses, losses, fines, penalties, costs, expert fees and attorneys' fees arising out of a fire, blow out, cratering, seepage or wild well, including regaining control thereof, debris removal and property restoration and remediation. **THIS INDEMNITY APPLIES EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS) STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY MEMBER OF COMPANY GROUP.**

F. **Underground Damage.** Customer shall release Company Group of any liability for, and shall protect, defend and indemnify Company Group from and against any and all claims, liability and expenses resulting from operations related to the work under this agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment said substance and not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, or reservoir beneath the surface of the earth. **THIS INDEMNITY APPLIES EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS) STRICT LIABILITY, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY MEMBER OF COMPANY GROUP.**

G. **Compliance With Laws, Rules And Regulations.** Customer expressly agrees to comply with and abide by all of the laws of the United States and of the state in which goods are delivered or services are performed, including, but not limited to, OSHA, EPA and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and Customer hereby agrees to indemnify and hold Company Group harmless from any and all claims, demands, or damages incurred by Company Group arising from Customer Group's failure to comply with all laws and governmental regulations.

H. The foregoing indemnities set forth in these Terms and Conditions are intended to be enforceable against the parties hereto in accordance with the express terms and scope hereof notwithstanding Texas' Express Negligence Rule or any similar directive that would prohibit or otherwise limit indemnities because of the negligence (whether sole, concurrent, active or passive, ordinary or gross) or other fault or strict liability of Company or Customer.

I. If a claim is asserted against one of the parties to this agreement which may give rise to a claim for indemnity against the other party hereto, the party against whom the claim is first asserted must notify the potential indemnitor in writing and give the potential indemnitor the right to defend or assist in the defense of the claim.



Cactus

Invoice

Invoice Number: 562530

Cactus Wellhead, LLC

5/2/2023

Fed Tax ID 45-2727039

Page: 3 of 3

920 Memorial City Way Suite 300
Houston TX 77024

7. **Risk Of Loss.** a. Title and risk of loss shall pass to Customer upon delivery as specified in Article 9. Customer's receipt of any material delivered hereunder shall be an unqualified acceptance of, and a waiver by Customer of any and all claims with respect to, such material unless Customer gives Company written notice of claim within thirty (30) days after such receipt. Notwithstanding the foregoing, installation or use of materials or equipment shall unequivocally constitute irrevocable acceptance of said materials. Customer assumes all risk and liability for the results obtained by the use of any material or products delivered hereunder in work performed by on behalf of Customer or in combination with other substances or products. No claim of any kind, whether as to material delivered or for non-delivery of material, and whether or not based on negligence, shall be greater in amount than the purchase price of the material in respect of which such claim is made. **In no event shall Company be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of Company.** b. For services, Company shall not be liable for loss or deterioration of any equipment and material of Customer under Company's control or stored on Company's premises after Company has completed its work if such loss or deterioration results from atmospheric condition, Act of God or other occurrence not within the reasonable control of Company.
8. **Termination.** Company reserves the right to terminate the order at issue, or any part hereof, solely for its convenience at any time without cause with notice to Customer. Company shall have the right to cancel any unfiled order without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, violates a term of these Terms and Conditions, or is unable to meet its financial obligations in the normal course of business. In the event of such termination, Company shall immediately stop all work hereunder. Prior to delivery, Customer may terminate this order without cause upon thirty (30) day notice in writing to Company. In the event of such termination, Company at its sole option shall cease work up to thirty (30) days after such notice. Upon the cessation of work, Customer agrees to pay Company a reasonable termination charge consisting of a percentage of the Invoice price, such percentage to reflect the value of the goods, services or work in progress completed upon the cessation of work. Customer shall also pay promptly to Company any costs incurred due to paying and settling claims of Company's vendors or subcontractors arising out of the termination of the order by Customer.
9. **Delivery.** Unless different terms are provided on the face of this order, all items are sold FOB Company's manufacturing facility in Bossier City, LA, and Customer shall bear the cost of transportation to any other named destination. Upon notification of Company of delivery, Customer shall become liable and shall bear all risk of loss associated with the goods at issues regardless of whether the goods are at a location controlled by Company and whether or not caused by the negligence of Company. In the case of Customer pick-up, the truck furnished by Customer is the destination and Company's obligations regarding shipments are fulfilled when the goods are loaded on the truck. Items to be shipped to any other destination outside of the United States are sold FOB port of shipment (Customer will deliver and bear the cost of transportation to the named port and will bear the cost of transportation thereafter to the final destination). The means of shipment and carrier to the point at which Company's liability for transportation costs ceases shall be chosen by Company. Excess packing, marking, shipping, and transportation charges resulting from compliance with Customer's request shall be for Customer's account. Unless otherwise agreed in writing, delivery time is not of the essence.
10. **Returns/Refund.** Within ninety (90) days of delivery, Customer has the option to return any non-defective goods (any goods found to be defective will be subject to the warranty and remedies expressed in paragraphs three (3) and four (4) above). Customer shall bear all costs of shipment and/or transportation for such return and risk of loss for the returned goods shall remain with Customer until re-delivered to Company's Yard. Customer shall receive a full refund for any returns, less a twenty percent (20%) restocking fee. Company at all times reserves the right to designate certain goods as non-retundable in Company's Sales Quote or Sales Order. In addition, any made-to-order, special order, and/or product manufactured to Customer specifications goods are NOT returnable.
11. **Delays.** If a specific shipping date is either not given or is estimated only, and is not promised on the face of this order or in a separate writing signed by Company, Company will not be responsible for delays in filling this order nor liable for any loss or damages resulting from such delays. If a specific shipping date is promised, Company will not be liable for delays resulting from causes beyond Company's control, including without limitation accidents to machinery, fire, flood, act of God or other casualty, vendor delays, labor disputes, labor shortages, lack of transportation facilities, priorities required by, requested by, or granted for the benefit of any governmental agency, or restrictions imposed by law or governmental regulation.
12. **Limitation Of Damages.** Notwithstanding any other provision contained herein, Company shall not be liable to Customer Group of any third party for consequential (whether direct or indirect damages), indirect, incidental, special or punitive damages, howsoever arising, including, but not limited to loss of profits (whether direct or indirect damages), revenues, production or business opportunities, WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT OR COMPARATIVE, ACTIVE OR PASSIVE, ORDINARY OR GROSS) OF COMPANY GROUP, OR ANY DEFECT IN THE PREMISES, PRE-EXISTING CONDITIONS, PATENT OR LATENT, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY OF COMPANY GROUP (EXCLUDING ONLY LOSSES CAUSED BY THE WILLFUL MISCONDUCT OF COMPANY GROUP).
13. **Security Interest.** Customer grants Company, and Company reserves, a security interest, covering all Customer's obligations under these terms (including any liability for breach of Customer's obligations), and applying to all of Customer's right, title, and interest in the Leased Equipment, together with all accessions thereto and any proceeds that may arise in connection with the sale or disposition thereof. Customer shall cooperate with Company in the filing of Financing Statements to perfect such security interest. Furthermore, Customer authorizes Company to execute and file Financing Statements without Customer's signature in any jurisdiction in which such procedure is authorized. Customer warrants, covenants and agrees that it will not, without prior written consent of Company, sell, contract to sell, lease, encumber, or dispose of the Leased Equipment or any interest in it until all obligations secured by this security interest have been fully satisfied.
14. **Patent And Intellectual Property.** Company Retains Its Intellectual Property: The sale of any products hereunder does not convey any license by implication, estoppel or otherwise covering combinations of the products with other equipment data or programs. Company retains the copyright in all documents, catalogs and plans supplied to Customer pursuant to or ancillary to the contract. Unless otherwise agreed in writing, Customer shall obtain no interest in any tooling used in the production of any Company product.
15. **Taxes.** Unless otherwise specifically provided for herein, Customer shall be liable for all federal, state, or local taxes or import duties assessed by any governmental entity of any jurisdiction in connection with the goods or services furnished hereunder.
16. **Deceptive Trade Practices.** Customer acknowledges the application of Section 17.45(4) of the Texas Deceptive Trade Practices Act (Texas Business Commission Code §17.41 et. seq.) (the "Act") to any transaction contemplated hereby and represents that it is not a "consumer" for the purposes of the Act.
17. **No Waiver.** Failure to enforce any or all of the provisions in these Terms and Conditions in any particular instance shall not constitute or be deemed to constitute a waiver of or preclude subsequent enforcement of the same provision or any other provision of these Terms and Conditions. Should any provision of these Terms and Conditions be declared invalid or unenforceable all other provisions of these Terms and Conditions shall remain in full force and effect.
18. **Choice Of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HARRIS COUNTY, TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS AND WAIVER OF SAME, EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY, TEXAS AND THE FEDERAL COURTS IN AND FOR THE SOUTHERN DISTRICT OF TEXAS SITTING IN HOUSTON, TEXAS IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT ENTERED INTO IN CONNECTION HEREWITH.
19. **Authority.** Customer warrants and represents that the individual receiving this order at issue on behalf of Customer has the authority to enter into these Terms and Conditions on behalf of Customer, and that upon receipt these Terms and Conditions shall be binding upon Customer.
20. **Force Majeure.** If Company is unable to carry out its obligations hereunder by reason of force majeure, then upon Company's giving of notice and reasonably full particulars of such force majeure in writing to Customer, Company's obligations that are affected by force majeure shall be suspended during the continuance of the force majeure and Company shall not be liable to Customer for any damages incurred by the Customer as a result thereof.
21. **Confidentiality.** Customer acknowledges the highly secret and valuable nature of all proprietary inventions, methods, processes, designs, know-how, and trade secrets embodied in the Company's equipment, products and services and its components (hereinafter referred to as "Confidential Data"). Accordingly, Customer agrees not to disclose or use any Confidential Data. Customer further agrees to take any and all necessary precautions to prevent disclosure of the Confidential Data associated with the Company's equipment, products and services and components thereof to persons other than those employees of Customer for whom such disclosure is necessary for performance of the work hereunder.
22. **Compliance.** Customer expressly agrees to comply with and abide by, all of the laws of the United States and of the State of Texas, including, but not limited to, OSHA, EPA and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and hereby agrees to indemnify and hold Company harmless from any and all claims, demands, or damages incurred by Company arising from Customer's failure to comply with all laws and governmental regulations. The indemnities in this paragraph shall be in addition to any other indemnity obligations between Customer and Company, including any other indemnity obligations contained herein.

Justin T. Scott

Partner

Direct: 713-576-0316

Facsimile: 713-576-0301

Email: jscott@bradley.com



June 13, 2023

**VIA EMAIL AND
U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Cox Operating, LLC
Cox Oil Offshore, LLC
Energy XXI GOM, LLC
Energy XXI Gulf Cost, LLC
EPL Oil & Gas, LLC

Via its attorneys of record:

Rebecca B. Chaikan

rchaikin@jw.com

Jackson Walker LLP

1401 McKinney St # 1900,

Houston, TX 77010

9314 8699 0430 0108 9311 94

coxoilrss.lwteam@lw.com

Latham Watkins

811 Main Street, Suite 3700,

Houston, TX 77002

9314 8699 0430 0108 9312 48

GOM Shelf, LLC
Attn: Thomas Lamme
2000 W. Sam Houston Pkwy S, Suite 1200
Houston, Texas 77042
9314 8699 0430 0108 9304 25

Attn: Capitol Corporate Services, Inc.
1501 S Mopac Expy Ste 220
Austin, TX 78746
9314 8699 0430 0108 9304 94

McMoRan Oil & Gas, LLC
Attn: John G Amato
1615 Poydras St., Ste. 600
New Orleans, LA 70112
9314 8699 0430 0108 9310 40

Registered Agent Solutions, Inc.
Corporate Center One,
5301 Southwest Parkway, Suite 400
Austin, TX 78735 USA
9314 8699 0430 0108 9311 56

Re: Cactus Wellhead, LLC's Lien Notice Pursuant to TEX. PROP. CODE § 56.023

To whom it may concern:

Please be advised that Bradley Arant Boult Cummings LLP represents Cactus Wellhead, LLC ("Cactus") regarding the past due account of Cox Operating, LLC ("Cox Operating"). Please direct all future correspondence concerning this matter to the undersigned. Cactus provided materials and services to Cox Operating on several wells on the Outer Continental Shelf in lands adjacent to Texas and Cox Operating has failed to pay Cactus for said work performed on the same.

Pursuant to Texas Property Code Sections 56.021 and 56.023, this letter is to notify the persons addressed above that Cactus claims a lien for materials and services provided under an express or implied contract with the owner or (owner's agent) for the mineral property and invoices described on Exhibit A attached hereto. Serial register pages containing a further description of the leases subject to this privilege are attached as Exhibit B. A description of the work may be found in

Exhibit B

the invoices which are listed herein as Exhibit C and available for review upon request made to the undersigned.

The lien shall attach to all of the following, *insofar and only insofar* as they are associated with the above described BOEM Bottom Leases listed on Exhibits A and B or associated with the wells described in Exhibit C:

- All lands, leaseholds, oil and gas wells, water wells, oil or gas pipelines (and their rights-of-way), and leases for oil and gas purposes that are, will be, or have been used in operations related to oil, gas, or minerals on which the above-described well is located. *See* Tex. Prop. Code. § 56.003(a)(4);
- All material, machinery, and supplies used for mineral activities and owned by the owner of any land, leaseholds, oil and gas wells, water wells, oil or gas pipelines (and their rights-of-way), and leases for oil and gas purposes that are, will be, or have been used in operations related to oil, gas, or minerals on which the above-described well is located. *See* Tex. Prop. Code. § 56.003(a)(4); and
- All lands, leaseholds, oil and gas wells, water wells, oil or gas pipelines (and their rights-of-way), and leases for oil and gas on which the above-described well is located.

To the extent Cactus is considered a “mineral subcontractor”, as that term is defined by Chapter 56 of the Texas Property Code, Cactus hereby provides notice, pursuant to Texas Property Code §56.023 that Cactus claims a lien on the property listed above (the “Property”), and intends to perfect its lien by recording a mineral lien affidavit in the appropriate county records pursuant to Texas law.

IF YOU ARE AWARE OR HAVE KNOWLEDGE THAT SERVICES WERE NOT PERFORMED ON THE ABOVE-DESCRIBED MINERAL LEASES OR YOU ARE AWARE OR HAVE KNOWLEDGE THAT THE ABOVE-DESCRIBED SERVICES WERE PERFORMED ON A DIFFERENT MINERAL LEASE, PLEASE NOTIFY THE UNDERSIGNED AS SOON AS POSSIBLE. IF YOU ARE AWARE OF ANOTHER PARTY WHO IS THE REPUTED OWNER OF THE LEASEHOLD INTEREST FOR THE MINERAL PROPERTY OR ANOTHER LEGAL DESCRIPTION FOR THE PROPERTY, PLEASE FORWARD THAT INFORMATION IMMEDIATELY.

Sincerely,



Justin T. Scott

JTS/dkk
Enclosures

Exhibit A

<u>Block</u>	<u>Amount</u>	<u>BOEM Lease</u>	<u>Record Title</u>	<u>Operating Rights</u>	<u>Legal Description</u>
HI A-472	\$81,554.77	G17182	Energy XXI GOM, LLC	Energy XXI GOM, LLC	All of Block A 472, High Island Area, South Addition, as shown on OCS Texas Leasing Map, TX7B. N1/2 of Block A 472 being operated by Cox Operating, LLC and the S1/2 of Block A 472 being operated by McMoran Oil & Gas, LLC
HI 170	\$30,703.65	G25561	Energy XXI GOM, LLC	Energy XXI GOM, LLC	All of Block 170, High Island Area, as shown on OCS Texas Leasing Map, TX7
HI 465	\$20,192.70	G14188	Energy XXI GOM, LLC	Energy XXI GOM, LLC	All of Block A 465, High Island Area, South Addition, as shown on OCS Texas Leasing Map, TX7B.
HI A-563	\$12,148.06	G02388	Cox Oil Offshore, LLC Black Elk Energy Offshore Operations, LLC	Cox Oil Offshore, LLC Black Elk Energy Offshore Operations, LLC	All of Block A 563, High Island Area, South Addition, as shown on OCS Texas Leasing Map, TX7B.
HI 582	\$8,089.36	G02719	Cox Oil Offshore, LLC GOM Shelf, LLC	Cox Oil Offshore, LLC GOM Shelf, LLC	All of Block A 582, High Island Area, South Addition, as shown on OCS Texas Leasing Map, TX7B.